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*Suzanne Henderson*

**NOTICE OF CONFIDENTIALITY RIGHTS:** IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**AMENDMENT OF OIL, GAS, AND MINERAL LEASE**

STATE OF TEXAS                      }

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COUNTY OF TARRANT                 }

WHEREAS, Lee A. Williams and wife, Marilyn C. Williams, hereinafter referred to as "Lessor" (whether one or more), heretofore executed an Oil, Gas, and Mineral Lease, dated November 22, 2006, and which a Memorandum of said Oil and Gas Lease was recorded in Instrument D206397718 of the Official Public Records of Tarrant County, Texas, hereinafter referred to as "The Lease", whereby Lessor leased certain lands described therein to XTO Resources I, L.P., (now known as XTO Energy Inc) hereinafter referred to as "Lessee".

WHEREAS, the first sentence in Paragraph Two (2) of The Lease reads as follows, to-wit:

"Subject to the other provisions herein contained and without reference to the commencement, prosecution or cessation of operations and/or production at any time hereunder, this lease shall be for a term of 2 years from this date (called primary term) and as long as oil, gas, or other minerals is produced from or operations are conducted on said Land or land with which said land is pooled hereunder."

WHEREAS it is the desire of the above parties to amend said first sentence of Paragraph Two (2) of The Lease as referenced above to read as follows, to-wit:

"Subject to the other provisions herein contained and without reference to the commencement, prosecution or cessation of operations and/or production at any time hereunder, this lease shall be for a term of 4 years from this date (called primary term, to expire November 22, 2010) and as long as oil, gas, or other minerals is produced from or operations are conducted on said Land or land with which said land is pooled hereunder."

AND, WHEREAS, the first sentence in Paragraph Sixteen (16) of The Exhibit "A" of The Lease reads as follows, to-wit:

"All references herein to 1/8<sup>th</sup> royalty are hereby amended to read 1/5<sup>th</sup> royalty."

WHEREAS it is the desire of the above parties to amend said first sentence in Paragraph Sixteen (16) of The Exhibit "A" of The Lease as referenced above to read as follows, to-wit:

"All references herein to 1/8<sup>th</sup> royalty are hereby amended to read 23% royalty."

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by the Lessee or its assigns, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby amend The Lease by replacing the first sentence in Paragraph Two (2) and by replacing the first sentence in Paragraph Two (2) of The Lease as above stated **AND** by replacing the first sentence of Paragraph Sixteen (16) and by replacing the first sentence of Paragraph Sixteen (16) of The Exhibit "A" of The Lease as above stated.

AND, for the same consideration recited above, I, or we, the undersigned, jointly and severally, do hereby adopt, ratify, and confirm The Lease, and all of its provisions,

except as herein modified and amended, and do hereby grant, lease, and let, to the Lessee therein or its successors and assigns, any and all interest which I, or we, now have, or may hereafter acquire, either by conveyance, devise, inheritance, or operation of law, and whether, vested, expectant, contingent or future, in and to the lands described therein, in accordance with each and all of the provisions contained in The Lease and as amended hereby, and the undersigned hereby declare that The Lease and all of its provisions are binding on the undersigned and is a valid and subsisting Oil, Gas, and Mineral Lease and this agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the undersigned.

Dated on the acknowledgment date of the undersigned.

Lessor(s):

*Lee A. Williams*

Lee A. Williams

*Marilyn C. Williams*

Marilyn A. Williams

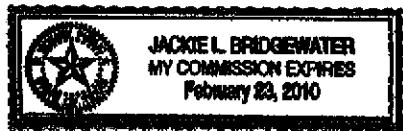
ACKNOWLEDGMENTS

STATE OF TEXAS

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COUNTY OF TARRANT

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Subscribed and acknowledged before me on the 28<sup>th</sup> day of October,  
2008, by Lee A. Williams and wife, Marilyn C. Williams.

*Jackie L. Bridgewater*  
Notary Public  
My Commission Expires:  
*February 23, 2010*